

**RESOLUTION 51-09-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH ADVANCED PLUMBING TECHNOLOGIES FOR STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide pipe and infrastructure video inspection and repair services; and

**WHEREAS**, the City of Milton has bid and awarded a one-year contract to Advanced Plumbing Technologies, LLC, (“Contractor”) whereby the Contractor will be providing the City with pipe and infrastructure video inspection and repair services; and

**WHEREAS**, the Contractor is providing these services to the City of Milton per contract number ITB 2021.02, effective from April 13, 2021 through April 12, 2022; and

**WHEREAS**, the City of Milton’s solicitation of services permitted the Contractor to provide its services to other governmental units based upon the same terms, conditions, and pricing; and

**WHEREAS**, pursuant to the Town’s purchasing procedures, the Town may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures to solicit services from contractors; and

**WHEREAS**, the Town would like to “piggy back” the contract that was entered into between the City of Milton and Contractor; and

**WHEREAS**, the Contractor has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the contract it entered into with the City of Milton, contract number ITB 2021.02; and

**WHEREAS,** Town Manager has recommended to the Town Commission that it is in the best interest of the Town to “piggy back” the contract between the City of Milton and Contractor, and to enter into a contract with the Contractor.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute a contract with the Contractor for services associated with the repair and maintenance of the Town’s Stormwater pipe and video inspection and repair services. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

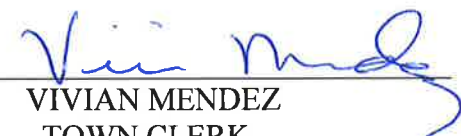
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 51-09-21 duly passed and adopted this 1 day of September, 2021.

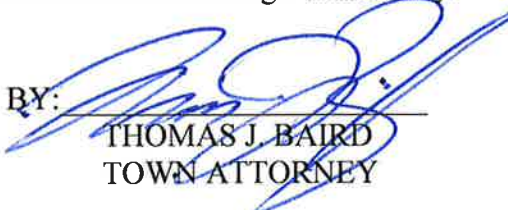
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



CONTRACT FOR STORMWATER PIPE AND INFRASTRUCTURE VIDEO  
INSPECTION AND REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1 day of September 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Advanced Plumbing Technologies, LLC, 638 East Highway 50, Suite 4, Clermont, FL 34711 ("Contractor").

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contracts with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town is responsible for maintaining a stormwater infrastructure system and requires a contractor to perform pipe and infrastructure video inspection and repairs; and

**WHEREAS**, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when it requires substantially the same services; and

**WHEREAS**, on April 13, 2021, the Contractor has previously entered into that certain Agreement Number ITB-2021.02 with the City of Milton, to provide for stormwater pipe and infrastructure video inspection and repair services (the "Contract"), a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

**WHEREAS**, the Town desires to "piggyback" onto the agreement between the Contractor and City of Milton for the same or similar services and pricing for stormwater pipe and infrastructure video inspection and repair services, and

**WHEREAS**, pursuant to its agreement with the City of Milton, the Contractor has consented to offer the same services at the same pricing to other governmental entities.

**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
  - b. Upon the request of the Town, provide any such public records.

- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
  - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Agreement with the City of Milton and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for stormwater pipe and infrastructure video inspection and repair services as are set forth in its agreement executed with City of Milton on April 13, 2021, a copy of which is attached hereto and incorporated herein.
  4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Agreement with the City of Milton.
  5. Except as otherwise stated herein below, the terms and conditions of the Agreement with the City of Milton shall be the terms agreed to by the parties.
  6. The terms and conditions of the agreement with the City of Milton are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a

written supplement to this Agreement which is to be attached hereto prior to its execution.

7. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
8. Notices to the Contractor shall remain as reflected in the agreement with the City of Milton. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
9. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*  
Vivian Mendez, Town Clerk

By: *Michael O'Rourke*  
Michael O'Rourke, Mayor



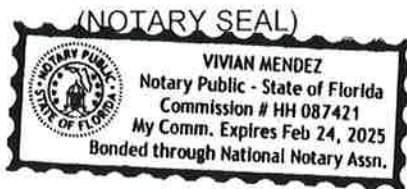
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 1 day of September 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



*Vivian Mendez*  
Notary Public, State of Florida

WITNESSES:

By:   
Zoie Russo

Printed Name

  
FREDERICK RUSSO

Printed Name

Contractor:

By: 

Its: Vice President of Municipal Services

Chris Parker

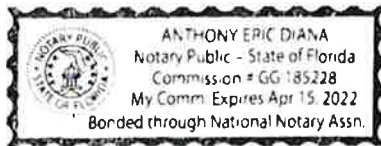
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STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 17<sup>th</sup> day of August 2021 by Chris Parker, as VP of Sales of Advanced Plumbing Tech and who is personally known to me or has produced (personally known) as identification.

(NOTARY SEAL)



  
Notary Public, State of Florida

## Annual Contract Piggyback - City of Milton



### Town of Lake Park

John Wylie

Jwylie@lakeparkflorida.gov

APT is excited to announce highly competitive pricing via the City of Milton Annual CIPP Contract, now available for all Florida municipalities to take advantage of through a piggyback opportunity that offers pricing that is 25% - 40% lower than typical competitive bid pricing.

The City of Milton Annual CIPP Contract covers CIPP projects from 8" – 48" pipe diameters along with a variety of other services that surround pipe rehabilitation, such as CCTV inspection and pipe cleaning. The following page showcases our competitively bid, contracted prices with the City of Milton for your consideration.

We would love the opportunity to work with your team and provide top-quality lining work at advantageous pricing for your community. At APT, we use the highest quality products and techniques which are considered the top standard of the industry for CIPP projects.

Understandably, choosing the right pipeline rehabilitation contractor for any project can be a daunting task. We respect how difficult it is to weigh the differences from one contractor to the next, especially given the various rehab methods used throughout the industry.

The APT team believes in providing comprehensive solutions for your community's pipeline infrastructure. We do this by having the most qualified personnel that works with integrity and accountability to ensure we treat each project with the care and consideration it deserves. We love helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

We are confident that we can offer you maximum return on investment for every project. We would love to provide your team an official proposal for your unique project needs. Please reach out with any questions

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Konchak".

**Brett Konchak**

*Sales Operations Manager*

Advanced Plumbing Technology



## City of Milton - Annual CIPP Contract Pricing Index from APT



### Who We Are

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time.

The team at APT loves helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

By using advanced technologies and most importantly, a team of individuals that are committed to excellence every day in the pursuit of serving each of our customers, we are certain that we can offer each client maximum return on investment for your local community.

SERVICE	UNIT	UNIT PRICE
8" CIPP / 6mm	LF	\$20.00
10" CIPP / 6mm	LF	\$25.00
12" CIPP / 7.5mm	LF	\$30.00
15" CIPP / 7.5mm	LF	\$35.00
18" CIPP / 9mm	LF	\$45.00
21" CIPP / 10.5mm	LF	\$55.00
24" CIPP / 12mm	LF	\$78.00
30" CIPP / 15mm	LF	\$108.00
36" CIPP / 15mm	LF	\$138.00
42" CIPP / 19.5mm	LF	\$182.00
48" CIPP / 22.5mm	LF	\$228.00
CCTV Inspection	LF	\$1.00
Pipe Cleaning (Up to 12" Diameter)	LF	\$1.50
Pipe Cleaning (13" - 24" Diameter)	LF	\$3.50
Pipe Cleaning (25" - 48" Diameter)	LF	\$5.50
Lateral Service Reinstatement	EA	\$150.00
Maintenance of Traffic	DAY	\$200.00
Crew Mobilization	EA	\$2,500.00

### Pricing Index Notes:

*Pricing is from the City of Milton ITB2021.02 CIPP Annual Contract. Additional contracted pricing is available on various liner thicknesses and additional services for bypass pumping, emergency mobilization, etc. APT has a daily minimum charge of \$10,000.00 plus mobilization for all CIPP lining work.*

*Full award documents and bid package documents are available upon request.*



# City of Milton

April 19, 2021

Advanced Pace Technologies  
s/b/a Advanced Plumbing Technologies  
c/o Taylor Yarkosky  
638 E. Highway 50 Suite 4  
Clermont, FL 34711

Dear Taylor Yarkosky,

We are happy to inform you that on April 13, 2021 the Milton City Council awarded

**Annual Cured In Place Pipe to: Advanced Plumbing Technologies.**

**1<sup>st</sup> year will begin April 13, 2021 thru April 12, 2022.**

**This agreement may be renewed for 4 additional years to a maximum of 5 year.**

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E. Ebentheuer, CGFO  
PURCHASING OFFICER / RISK MANAGER  
P. O. Box 909  
Milton, FL 32572  
Email: [purchasing@myMiltonFlorida.com](mailto:purchasing@myMiltonFlorida.com)  
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC  
d/b/a Advanced Plumbing Technology

(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

